

29 February 2016

## Share Purchase Plan

Invigor Group Limited (ASX: IVO) (**Company**) is pleased to provide the opportunity for its existing shareholders to participate in a Share Purchase Plan (**SPP** or **Offer**).

Under the SPP, each eligible shareholder will be entitled to apply for up to A\$15,000 of new ordinary shares (**Shares**) at an issue price of \$0.04 per Share. Shareholders registered as holders of fully paid ordinary shares in the Company on the Record Date (detailed below) and who have a registered address in Australia and New Zealand are eligible to participate in the SPP.

The SPP is not underwritten.

Eligible shareholders will not incur any brokerage or transaction costs in applying for Shares under the SPP. All new Shares issued under the SPP will rank equally with existing ordinary shares in the Company.

The SPP closes on 21 March 2016. The SPP is not subject to shareholder approval. The SPP offer document and application form to be sent to eligible shareholders are attached.

### Important Dates

The proposed timetable for the offer of Shares under the SPP is as follows:

Date	Event	Description
26 February 2016	Record Date	Date for determining eligible shareholders
29 February 2016	Announcement Date	SPP announced on ASX
29 February 2016	Opening Date	SPP opens and offer materials expected to be dispatched to eligible shareholders
21 March 2016	Closing Date	SPP closes at 5.00pm Sydney time
28 March 2016	Allotment Date	Shares allotted under the SPP
30 March 2016	Despatch Date	Holding statements dispatched

Note: Dates are indicative only and Invigor retains the right to vary these dates without advance notice.

### For further information, please contact:

Gary Cohen  
 Chairman & CEO  
 +61 2 8251 9600  
[gary.cohen@invigorgroup.com](mailto:gary.cohen@invigorgroup.com)

Matthew Wright  
 NWR Communications  
 +61 451 896 420  
[matt@nwrcommunications.com.au](mailto:matt@nwrcommunications.com.au)

**About Invigor Group Limited**

Invigor Group (ASX:IVO) uses its complementary suite of big data products to source, aggregate, analyse and publish content for the benefit of businesses and consumers.

Today its interconnected data sets enable enterprise clients including retailers, brands, shopping centres and government bodies to identify and better understand competitors, consumers, markets and demographics while providing the consumer with the best value-for-money.

Using its current products and a pipeline of additional offerings Invigor will have the ability to provide an end-to-end solution spanning sales, product management, business intelligence, marketing, advertising, content creation and distribution, while monetising each step of the process.

29 February 2016

Dear Shareholder,

I am pleased to invite you to participate in the Invigor Group Limited ("**Company**") Share Purchase Plan ("**SPP**"). The SPP provides eligible shareholders, irrespective of the size of their shareholding, with an opportunity to apply for up to \$15,000 of new fully paid ordinary shares in the capital of the Company ("**New Shares**"), without paying any brokerage or other transaction costs, on the terms and conditions of the SPP ("**SPP Offer Document**").

Participation in the SPP is optional and is open to shareholders who, as at 7.00pm (Sydney time) on 26 February 2016, were registered as holders of fully paid ordinary shares in the capital of the Company ("**Shares**") and whose address on the Company's Share register is in Australia or New Zealand. The SPP is also being extended to eligible shareholders who are custodians to participate in the SPP on behalf of certain beneficiaries on the terms and conditions of the SPP. Directors of the Company are eligible to participate in the SPP for their shareholdings.

New Shares are expected to be issued under the SPP on 28 March 2016 and will rank equally with all Shares on issue from that date. The Company will apply for the New Shares to be quoted on the Australian Securities Exchange ("**ASX**") and it is anticipated that trading in New Shares on the ASX is expected to commence on 30 March 2016.

#### **Purpose of the SPP Offer**

The capital raised will be used to provide working capital required to grow the Company's business and meet its ongoing financing obligations.

#### **Key elements of the SPP Offer**

The issue price under the SPP is \$0.04 per New Share ("**Issue Price**").

However, you should note that the market price of Shares may rise or fall between the date of the SPP Offer and the date of issue of the New Shares. Any such changes in the market price of Shares will not affect the Issue Price. This means that the Issue Price may be higher or lower than the market price of Shares at the time the New Shares are issued to you under the SPP. We recommend that you monitor Share price movements prior to applying for New Shares under the SPP. A cooling-off regime does not apply in relation to the acquisition of New Shares under the SPP.

The SPP is not underwritten meaning there is no minimum amount which will be raised. The Company reserves absolute discretion regarding the amount raised under the SPP, including the right to scale back applications under the SPP. In the event that the Company determines to cap the amount raised under the SPP (including in circumstances where it has received applications from eligible shareholders for more than such capped amount), the number of New Shares that you receive may be significantly less than the number of New Shares you applied for under the SPP).

#### **How to apply**

The SPP opens on 29 February 2016. To participate in the SPP, you may complete and return your Application Form, together with your cheque, bank draft or money order drawn on an Australian financial

institution in Australian dollars; or pay directly via BPAY®<sup>1</sup>, on the internet or by telephone banking (for shareholders with an eligible Australian bank account only),

by no later than close of the SPP at 5.00pm (Sydney time) on 21 March 2016.

Custodians should refer to the attached SPP Offer Document for more information.

If you currently hold an unmarketable parcel of Shares (being less than \$500 worth of Shares) participation in the SPP may enable you to increase your shareholding to a marketable parcel.

The offer to acquire New Shares under the SPP is not a recommendation. The SPP does not take into account the individual investment objectives, financial situation or particular needs of any person. You should consider seeking independent advice before making a decision as to whether or not to participate in the SPP.

I encourage you to carefully read the attached SPP Offer Document. Should you require further assistance, please visit the Company's website at [www.invigorgroup.com](http://www.invigorgroup.com) or call the Invigor Group Information Line, Monday to Friday, 8.30am – 5.30pm (Sydney time) on 1300 737 760 (within Australia), or +61 2 9290 9600 (outside Australia).

Yours sincerely,

A handwritten signature in black ink, appearing to read "Gary Cohen".

Gary Cohen  
Chairman and CEO

---

<sup>1</sup> ® registered to BPAY Pty Limited AON 69 079 137 518.

## 2016 Share Purchase Plan Offer - SPP Offer Document

This document is dated 29 February, 2016.

**This is an important document offering Eligible Shareholders the opportunity to apply to purchase up to \$15,000 of New Shares without paying any brokerage or other transaction costs. Please read this document carefully before making an investment decision in relation to the SPP. The offer to acquire New Shares under the SPP is not a recommendation to purchase New Shares. If you apply to participate in the SPP by completing and returning the Application Form or making a BPAY® payment, you are accepting the risk that it is possible that you may be able to buy Shares at a lower price than the Issue Price of New Shares under this SPP.**

**This document does not constitute investment or financial product advice and has been prepared without taking into account your individual objectives, financial situation or particular needs. You should consider the appropriateness of participating in the SPP having regard to your individual objectives, financial situation and particular needs. You are encouraged to obtain independent advice before deciding whether to participate in the SPP. If you have any questions about the SPP after reading these terms and conditions, please call the Invigor Group Information Line, Monday to Friday, 8.30am - 5.30pm (Sydney time) on 1300 737 760 (within Australia) or +61 2 9290 9600 (outside Australia).**

**This document, together with the Application Form do not constitute an offer to sell, or the solicitation of an offer to buy, any securities in the "United States" or to, or for the account or benefit of, any "U.S. Person" (as those terms are defined in Regulation S under the U.S. Securities Act of 1933, as amended (the "US Securities Act")). The New Shares have not been and will not be registered under the US Securities Act or the securities laws of any state or other jurisdiction or benefit of U.S. Persons absent registration or in a transaction exempt from, or not subject to, the registration requirements of the US Securities Act and applicable state securities laws.**

## Terms and Conditions

The following information sets out the key terms and conditions of the SPP.

### 1 SPP Offer Timetable

1.1 The key dates of the SPP Offer are:

Event	Date
Record Date	7.00pm (Sydney time) Friday 26 February 2016
SPP opens	Monday 29 February 2016 2016
SPP closes	5.00pm (Sydney time) on Monday 21 March 2016
Announce SPP Offer results (including any oversubscriptions or Scale Back)	Friday 25 March 2016
Issue Date	Monday 28 March 2016
Expected Trading Date	Wednesday 30 March 2016
Dispatch of confirmations of issue	Wednesday 30 March 2016
Expected date for refunds if any Scale Back is applied	Monday 4 April 2016

Note: Dates are indicative only and Invigor retains the right to vary these dates without advance notice.

1.2 The Company may change, at any time, any of the above dates to later dates (even if the SPP Offer has opened, BPAY® payments or Application Forms have been received) by lodging a revised timetable with the ASX.

### 2 SPP Offer

2.1 Each Eligible Shareholder may participate in the SPP up to a maximum of \$15,000 (subject to any Scaleback and unless you are applying as a custodian). This limitation applies even if Eligible Shareholders receive more than one Application Form due to multiple holdings, if they hold Shares in more than one capacity such as if they are sole Eligible Shareholder and a joint Eligible Shareholder and/or they are an Eligible Shareholder with more than one holding under a separate account or designation.

2.2 The SPP Offer is non-renounceable and non-transferable, and therefore Eligible Shareholders cannot transfer their right to purchase New Shares to a third party.

2.3 The SPP Offer to each Eligible Shareholder (whether as a Custodian or on its own account) is made on the same terms and conditions.

2.4 Shareholders must confirm their allocation of New Shares prior to trading in the New Shares. Shareholders with a CHESS Holding should contact your broker and Shareholders with an Issuer Sponsored Holding should contact the Company's Share Registry.

- 2.5 This document does not constitute an offer in any jurisdiction in which it would not be lawful to make such an offer or to any person to whom it would not be lawful to make such an offer. This document is not a prospectus, and has not been lodged with ASIC. The issue of a prospectus is not required for the purposes of the SPP. This document does not contain the types of disclosure required to be contained in a prospectus. You must rely on your own knowledge of the Company, previous disclosures made by the Company to the ASX (including about the risks of investing in the Company) and, if necessary, consult your professional adviser when deciding whether or not to participate in the SPP.

### 3 Eligible shareholders

- 3.1 You are an Eligible Shareholder and may participate in the SPP if you were a registered holder of fully paid ordinary shares in the Company ("**Shares**") at 7.00pm (Sydney time) on 26 February 2016 (the "**Record Date**") with an address in Australia or New Zealand on the Company's Share register, unless:
- (a) *you hold Shares on behalf of another person who resides outside Australia or New Zealand, in which case you will not be eligible to participate in respect of the Shares of that person;*
  - (b) *you are, or you are acting for the account or benefit, of a person in the United States; or*
  - (c) *you are ineligible to participate in the SPP because your participation would breach the limit set out in ASIC Class Order [CO 09/425] under which a person may only acquire a maximum of \$15,000 worth of Shares under a share purchase plan or similar arrangement operated by the Company in any 12 month period.*
- 3.2 The Company has determined that it is not practical for holders of Shares with addresses on its Share register outside Australia or New Zealand to participate in the SPP. This restriction applies at the beneficial holder level (see Section 11 Foreign securities restrictions for more information on restrictions on participation.)
- 3.3 To the extent you hold Shares on behalf of another person resident outside Australia or New Zealand, it is your responsibility to ensure that any acceptance of the SPP Offer is in compliance with all applicable foreign laws.

### 4 Participation by Eligible Shareholders

- 4.1 The following rules apply to participation by Eligible Shareholders in the SPP:
- (a) **Single holders** – *If you are the registered holder of Shares but you receive more than one offer under the SPP (for example, due to multiple registered holdings, including joint holdings), you may only apply for up to a maximum of \$15,000 of New Shares in total.*
  - (b) **Joint holders** – *If you are registered with one or more other persons as the joint holder of Shares, that joint holding is considered to be a single acknowledgements holding of Shares for the purpose of the SPP and the agreements, acknowledgements and certifications given by any of them is taken to be an agreement, acknowledgement and certification given by all of them. If the same joint holders receive more than one offer under the SPP due to multiple registered holdings (including sole holdings), the joint holders may only apply for up to a maximum of \$15,000 of New Shares in total.*
  - (c) **Custodians** – *If you are a custodian, trustee or nominee with the definition of "custodian in ASIC Class [CO 09/425] and hold Shares on behalf of one or more persons (each a **Participating Beneficiary**), you may apply for up to a maximum of \$15,000 of New Shares in total for each Participating Beneficiary, subject to providing a notice in writing to the company certifying to the Company the matters required by condition 9 of ASIC Class Order [CO 09/425].*

## 5 Custodians / Nominees

5.1 Under ASIC Class Order [CO 09/425], you are a custodian if:

*(a) you hold an Australian financial services licence that:*

- (i) covers the provision of a "custodial or depository service" (as defined in section 766E of the Corporations Act); or
- (ii) includes a condition requiring the holder to comply with the requirements of ASIC Class Order [CO 02/294]; or

*(b) you are exempt under:*

- (i) paragraph 7.6.01(1)(k) of the Corporations Regulations; or
- (ii) paragraph 7.6.01(1)(na) of the Corporations Regulations; or
- (iii) ASIC Class Order [CO 05/1270] to the extent that it relates to ASIC Class Order [CO 03/184]; or
- (iv) ASIC Class Order [CO 03/1099], [CO 03/1100], [CO 03/1101], [CO 03/1102], [CO 04/829] or [CO 04/1313]; or
- (v) an individual instrument of relief granted by ASIC to the person in terms similar to one of the class orders referred to in paragraph 4.1(b)(iv) above; or
- (vi) paragraph 911A(2)(h) of the Corporations Act,

from the requirement to hold an Australian financial services licence for the provision of a custodial or depository service; or

*(c) that is a trustee of a:*

- (i) self managed superannuation fund; or
- (ii) superannuation master trust; or

*(d) that is the responsible entity of an IDPS-like scheme; or*

*(e) that is the registered holder of shares or interests in the class and is noted on the register of members of the body or scheme (as the case may be) as holding the shares or interests on account of another person.*

5.2 Custodians should request a Custodian Certificate when making an Application on behalf of beneficiaries participating in the SPP Offer. To request a Custodian Certificate, or if you would like further information on how to apply, you should contact the Company's share register, Boardroom Pty Ltd.

5.3 If a custodian holds Shares jointly on behalf of 2 or more persons, the \$15,000 limit applies jointly in relation to those persons as if the custodian held the Shares on behalf of a single person, and the custodian is taken to have been instructed to apply for New Shares on behalf of those persons if the custodian has received such an instruction in accordance with the terms on which the Shares are held, or if the terms do not cover the giving of instructions of this kind, the custodian has received such an instruction from any of those persons.

5.4 Eligible Shareholders who hold Shares in the capacity of a trustee or a nominee (or in another capacity) for another person but who are not a custodian (as defined above) cannot participate for



beneficiaries in the manner outlined above. In this case, the rules for "Single holders" (see Section 4.1(a)) apply.

## 6 Application procedure for New Shares

### **Limitations on applications**

- 6.1 The SPP opens on 29 February 2016 and you may apply for New Shares under the SPP up to a maximum of \$15,000 (subject to any Scaleback).
- 6.2 The following options to acquire New Shares under the SPP are available:

Option	Dollar Value	No. of New Shares
1.	\$500	12,500
2.	\$1,000	25,000
3.	\$5,000	125,000
4.	\$10,000	250,000
5.	\$15,000	375,000

- 6.3 If the Company receives an amount that is not equal to \$500, \$1,000, \$5,000, \$10,000 or \$15,000, the Company will round the dollar amount of New Shares that you apply for to the next lowest parcel. If the Company receives less than \$500, the Company will reject your Application. The Company will refund your Application Monies that are not used to purchase New Shares, without interest, as soon as practicable following the issue of New Shares.

### **Completing Application Form and paying for New Shares**

- 6.4 If you are an Eligible Shareholder and would like to apply for New Shares under the SPP, you can either:

**(a) Apply using Application Form:** complete the enclosed Application Form and return it together with your cheque, bank draft or money order made payable to 'Invigor Group Limited SPP Offer' drawn on an Australian financial institution and in Australian dollars, to the Company's Share Registry in accordance with the instructions on the Application Form such that your Application and payment are received no later than 5.00pm (Sydney time) on 21 March 2016;

or

**(b) Applying using BPAY®:** make a BPAY® payment on the internet or by telephone banking (for Eligible Shareholders with an Australian bank account only) by using the personalised customer reference number shown on the enclosed Application Form which is required to identify your holding. If you inadvertently use the same customer reference number for more than one of your applications, you will be deemed to have applied only for the application to which that customer reference number applies and any excess Application Monies will be refunded. If you make your payment using BPAY® you do not need to return your Application Form, but are taken to make the certifications and representations described in this SPP Offer Document and on the Application Form. If applying by BPAY® you need to ensure that your payment is received by the Company's Share Registry by no later than 5.00pm (Sydney time) on 21 March 2016. Applicants should be aware that their own financial institution may implement earlier cut off times with regards to electronic payment, and therefore should take

*this into consideration when making payment. It is your responsibility to ensure that the amount you wish to pay via BPAY® does not exceed your limit and that funds submitted through BPAY® are received by the close of the SPP.*

- 6.5 Custodians wishing to apply on behalf of one or more beneficiaries should contact the Invigor Group Information Line for more details. **If you wish to apply as a Custodian, an alternative form will be provided if requested by you for this purpose.**
- 6.6 Applicants should not forward cash. Receipts for payment will not be issued. Applications will not be accepted at the offices of the Company.
- 6.7 Applications and payments must be received by 5.00pm (Sydney time) on 21 March 2016. Applications and payments received after that time will not be accepted.
- 6.8 If your cheque does not clear, your Application will not be accepted and you agree to be responsible for any dishonour fees or other costs incurred. If your cheque is dishonoured, it will not be re-presented.
- 6.9 If your Application Form is incomplete, contains errors or is otherwise invalid or defective, the Company may, in its absolute and sole discretion, accept, reject, correct or amend your Application, issue such number of New Shares to you as it determines, refund your Application Monies, or take any combination of these actions. Any refund will be paid to you shortly after the issue of New Shares under the SPP. No interest will be paid to Applicants on any refunded money.
- 6.10 Any Application Monies refunded by the Company will be paid by cheque or direct credit (such payment method to be determined by the Company in its absolute discretion) in Australian currency as soon as practicable. If the Company determines to make payment to some Shareholders by direct credit, each Shareholder authorises the Company to pay the money using any payment instructions of the Shareholder recorded in the Company's Share Registry's records or in the same method (by cheque or direct credit) used to pay dividends to Shareholders.
- 6.11 Applications and payments under the SPP may not be withdrawn once they have been received by the Company. Application Monies will not bear interest as against the Company under any circumstances. Please read the enclosed Application Form for further details of how to apply for New Shares under the SPP.

### ***Participation is optional***

- 6.12 Participation in the SPP is entirely optional (subject to the eligibility criteria set out in this SPP Offer Document). The offer to acquire New Shares under the SPP is not a recommendation. If you have any questions about the SPP or are in any doubt about whether you should participate in the SPP or how participation in the SPP will affect you, you should consider seeking independent financial and taxation advice before making a decision as to whether or not to accept the SPP Offer. The Company also recommends that you monitor the Company's Share price, which can be found at the Company's website at [www.invigorgroup.com](http://www.invigorgroup.com) or in the financial pages of major Australian metropolitan newspapers, or on the ASX website at [www.asx.com.au](http://www.asx.com.au) (ASX code: IVO). If you do not wish to participate in the SPP, you do not need to do anything.

## **7 Applications may be scaled back**

- 7.1 The Company reserves its absolute discretion regarding the amount raised under the SPP and the exercise of the right to scale back the SPP (**Scaleback**). If there is a Scaleback, the Company may in its absolute discretion determine to apply the Scaleback to the extent and in the manner that it sees fit. Factors that the Company may take into account in determining any Scaleback include but are not limited to, the amount applied for by each Applicant, the number of Shares held prior to the announcement of the SPP, the number of Shares held at the Record Date and any such other criteria as determined by the Board.

- 7.2 If there is a Scaleback, you may receive less than the parcel of New Shares for which you have applied. If a Scaleback produces a fractional number of New Shares when applied to your parcel, the number of New Shares you will be allocated will be rounded up to the nearest whole number of New Shares.
- 7.3 In the event of a Scaleback, the difference between the Application Monies received and the number of New Shares issued to you multiplied by the Issue Price, will be refunded to you (without interest) by direct credit to your nominated account as recorded in the Company's Share register or by cheque as soon as practicable following the issue of the New Shares.
- 7.4 Decisions about scaling back by the Board are final.

## **8 Issue price**

- 8.1 You agree to pay the Issue Price per Share for the value of New Shares you have selected on the Application Form, or if there is a Scaleback, for the number of Shares calculated under Section 7 below.
- 8.2 The Issue Price is \$0.04 per New Share.
- 8.3 It is recommended that you monitor the price of Shares, which can be obtained from the ASX website (ASX code: IVO) and is listed in the financial pages of major Australian metropolitan newspapers circulating in Australia. You should note that the Company's Share price may rise or fall between the date of the SPP Offer and the date when New Shares are issued to you under the SPP Offer. This means that the price you pay per New Share pursuant to the SPP Offer may be either higher or lower than the Company Share price at the date of the SPP Offer or at the date the New Shares are issued to you under the SPP Offer. Please refer to the information under "Participation is optional" about how to monitor current trading prices of Shares.

## **9 Calculation of the number of New Shares to be issued to you**

- 9.1 If you apply for New Shares under the SPP, you will apply for a certain value rather than a certain number of Shares.
- 9.2 In the absence of Scaleback, the number of New Shares to be issued to you will be calculated by dividing the Application Monies that you pay by the Issue Price.
- 9.3 If the calculation above produces a fractional number, the number of New Shares you will be issued will be rounded up to the nearest whole number of New Shares. Any balance of the Application Monies that is remaining as a result of rounding will be retained by the Company and will not be refunded to you.

## **10 Issue and trading dates**

- 10.1 New Shares are expected to be issued under the SPP on 28 March 2016 and are expected to commence trading on ASX on 30 March 2016.
- 10.2 The Company expects to dispatch a confirmation of your allocation in respect of any New Shares issued to you under the SPP on 28 March 2016. You should confirm your holding before trading in any New Shares you believe have been issued to you under the SPP.

## **11 Foreign securities restrictions**

- 11.1 If you hold Shares on behalf of another person resident outside Australia or New Zealand, it is your responsibility to ensure that any participation complies with all applicable foreign laws.

- 11.2 The New Shares to be issued under the SPP have not been and will not be registered under the US Securities Act, or the securities laws of any state or other jurisdiction of the United States.
- 11.3 In order to comply with relevant securities laws, the New Shares to be issued under the SPP may not be offered to shareholders located in the United States or to shareholders who are, or who are acting for the account or benefit of, U.S. Persons. As used herein, the terms “United States” and “U.S. Persons” are as defined in Regulation S under the US Securities Act.
- 11.4 As a consequence of these legal restrictions, you must not send copies of this SPP Offer Document or any other material relating to the SPP to any person resident in the United States or who are, or are acting for the account or benefit of, U.S. Persons.
- 11.5 Consistent with the warranties contained in this SPP Offer Document and the Application Form, you may not submit any completed Application Forms for any person resident in the United States or who is, or is acting for the account or benefit of, U.S. Persons. Failure to comply with these restrictions may result in violations of applicable securities laws.

## **12 Shareholder acknowledgements**

- 12.1 By making payment (including through BPAY®) or returning an Application Form or Custodian Application Form, you certify, acknowledge, warrant and represent as true, correct and not misleading to the Company that:
- (a) *you have read and accepted these terms and conditions in full, and irrevocably and unconditionally accept the SPP Offer in accordance with these terms and conditions and agree not to any act ;*
  - (b) *you declare that all details and statements in your Application are true and complete and not misleading;*
  - (c) *you acknowledge your Application is irrevocable and unconditional (that is, it can not be withdrawn) and that the \$15,000 limit applies irrespective of the number of Shares you hold on the Record Date.*
  - (d) *you are not in the United States or a U.S. Person or acting on the account or benefit of a U.S. Person, and you acknowledge that the New Shares may not be taken up by persons in the United States or by persons who are acting for the account or benefit of a person in the United States;*
  - (e) *you acknowledge that the New Shares have not, and will not be, registered under the US Securities Act or the securities laws of any state or other jurisdiction of the United States or in any jurisdiction outside Australia or New Zealand, and the New Shares may not be offered, sold or otherwise transferred in the United States or to a U.S. Person unless an exemption from the registration requirements of the US Securities Act is available;*
  - (f) *you represent that you have not, and you agree that you will not, distribute any materials relating to the SPP to any person in the United States or to any person who is, or is acting for the account or benefit of, a U.S. Person;*
  - (g) *if you are applying on your own behalf (and not as a Custodian), you certify that:*
    - (i) you are an Eligible Shareholder;
    - (ii) you are not applying for New Shares with a value of more than \$15,000 (including by instructing a Custodian to acquire New Shares on your behalf under the SPP);

- (iii) the total of the Application Monies for the following does not exceed \$15,000 (even though you may have received more than one offer under the SPP or received offers in more than one capacity under the SPP):
  - (A) the New Shares the subject of the Application; and
  - (B) any other Shares issued to you under the SPP or any similar arrangement in the 12 months before the Application (noting that the Company has not conducted a similar arrangement in the prior 12 months); and
  - (C) any other New Shares which you have instructed a Custodian to acquire on your behalf under the SPP; and
  - (D) any other Shares issued to a Custodian in the 12 months before the Application as a result of an instruction given by you to the custodian to apply for Shares on their behalf under an arrangement similar to the SPP (noting that the Company has not conducted a similar arrangement in the prior 12 months);
- (h) if you are acting as a trustee, nominee or Custodian, each beneficiary on whose behalf you are participating is resident in Australia or New Zealand, and you have not sent this SPP Offer Document, Application Form or any other materials relating to the SPP to any persons outside Australia or New Zealand;
- (i) if you are a custodian and are applying on behalf of a beneficiary on whose behalf you hold Shares, you acknowledge and agree that:
  - (i) you are a Custodian (as that term is defined in ASIC Class Order [CO 09/425]);
  - (ii) you hold Shares on behalf of one or more beneficiaries as at 7.00pm (Sydney time) on the Record Date, who have subsequently instructed you to apply for New Shares on their behalf under the SPP;
  - (iii) there are no beneficiaries participating in the SPP Offer in respect of which the total of the Application Monies for the following exceeds \$15,000:
    - (A) the New Shares applied for by you on their behalf under the SPP; and
    - (B) any other Shares issued to you in the 12 months before the Application as a result of an instruction given by them to you to apply for Shares on their behalf under an arrangement similar to the SPP (noting that the Company has not conducted a similar arrangement in the prior 12 months);
- 12.2 you certify the additional matters or provide the additional information as might be required under or desirable as advised to you by the Company before close of the SPP;
- 12.3 you may be offered New Shares pursuant to the SPP in accordance with all applicable laws, and any acceptance by you on your own behalf or in respect of any person for which you are acting complies with all applicable laws (including the 20% limit imposed by section 606 of the Corporations Act);
- 12.4 you acknowledge that neither the Company nor its Share Registry has provided you with investment advice, and that neither has any obligation to provide any such advice concerning your decision to apply for New Shares;
- 12.5 you accept the risk associated with any refund that may be dispatched to you by direct credit or cheque to your address shown on the Company's Share register;

- 12.6 you are responsible for any dishonour fees or other costs the Company may incur in presenting a cheque for payment which is dishonoured;
- 12.7 you agree to be bound by the provisions of the Constitution (as amended and as they may be amended from time to time in the future);
- 12.8 you authorise the Company and its affiliates, officers and representatives to do anything on your behalf necessary for New Shares to be issued to you in accordance with these terms and conditions;
- 12.9 you authorise the Company (and its officers and agents) to correct minor or easily rectified errors in, or omissions from, your Application and to complete the Application by the insertion of any missing minor detail;
- 12.10 you acknowledge that no interest will be paid on any Application Monies paid in connection with this SPP and that are held pending the issue of the New Shares or subsequently refunded to you for any reason;
- 12.11 you acknowledge that the Company may at any time irrevocably determine that your Application is valid in accordance with these terms and conditions, even if the Application is incomplete, contains errors or is otherwise defective; and
- 12.12 you acknowledge that the Company is not liable for any exercise of its discretions referred to in these terms and conditions.

### **13 Additional information**

#### *Cost of Participation*

- 13.1 No brokerage, commission or other transaction costs are payable to the Company by you in respect of the issue of New Shares under the SPP Offer.

#### *Directors' Participation*

- 13.2 The Directors, as Eligible Shareholders, may participate in the SPP (without having to obtain Shareholder approval), on the same terms as all other Shareholders of the Company.

#### *New Zealand Shareholders*

- 13.3 The New Shares are not being offered to the public within New Zealand other than to existing Shareholders of the Company with registered addresses in New Zealand to whom the offer of New Shares is being made in reliance on the Securities Act (Overseas Companies) Exemption Notice 2002 (New Zealand).
- 13.4 This document has not been registered, filed with or approved by any New Zealand regulatory authority under the Securities Act 1978 (New Zealand). This document is not an investment statement or prospectus under New Zealand Law and is not required to, and may not, contain all of the information that an investment statement or prospectus under New Zealand law is required to contain.

#### *Ranking and Quotation of New Shares*

- 13.5 All New Shares issued under the SPP will rank equally with all existing Shares from the date of issue, and therefore will carry the same voting rights, dividend rights and other entitlements as existing Shares.
- 13.6 The Company will apply for the New Shares to be quoted on the ASX.



#### *Class Order [CO 09/425] and [CO 10/105] Compliance*

- 13.7 The offer of New Shares under the SPP is made in accordance with ASIC Class Orders [CO 09/425] and [CO 10/105] and any amending or further applicable modifications of the Corporations Act by ASIC. As a consequence, the Company is relieved from the requirement to prepare a prospectus for the offer of New Shares under the SPP.

#### *Binding Terms*

- 13.8 Once submitted, applications for New Shares under the SPP cannot be withdrawn or altered.

#### *Disputes*

- 13.9 The Board may settle any difficulties, anomalies or disputes which may arise in relation to the SPP or these terms and conditions in any manner it thinks fit, whether generally or in relation to any Application for New Shares. The Board's decision will be conclusive and binding on all participants and other persons to whom the determination relates.
- 13.10 The powers of the Company under these terms and conditions may be exercised by the Board or any delegate or representative of the Board.

#### *Modification and Termination of the SPP*

- 13.11 The Company reserves the right at any time to:
- (a) *waive strict compliance with any provision of these terms and conditions;*
  - (b) *amend or vary these terms and conditions;*
  - (c) *withdraw, suspend or terminate the SPP;*
  - (d) *vary the Timetable for the SPP, including the Closing Date; and*
  - (e) *not accept an Application, not issue New Shares or issue New Shares to a lesser value than those applied for under the SPP by an Eligible Shareholder (including a Custodian applying on behalf of its beneficiaries).*

Any such amendment, variation, suspension or termination will be binding on all shareholders even where the Company does not notify you of that event.

- 13.12 In the event that the SPP is terminated prior to the issue of New Shares, all Application Monies will be refunded. No interest will be paid on any money returned to you.

#### *Currency*

- 13.13 All amounts are in Australian dollars, unless otherwise stated.

#### *Governing Law*

- 13.14 The SPP is governed by the laws in force in New South Wales. By applying for New Shares under the SPP, you submit to the non exclusive jurisdiction of the courts of New South Wales.

#### *Privacy*

- 13.15 By receiving completed Application Forms, the Company (and the Share Registry on the Company's behalf) collects personal information about Shareholders. The Company and its Share Registry will use this information for the purposes of processing the Application Form and updating the records of the Company. The personal information contained in the Register is also used to

facilitate payments and corporate communications (including financial results, annual reports and other information communicated to Shareholders) and to ensure compliance with legal and regulatory requirements, including Australian taxation laws and the Corporations Act.

- 13.16 Your personal information may be disclosed to joint investors, the Company's Share Registry, to securities brokers, to third party service providers, including print and mail service providers, technology providers and professional advisers, to related entities of the Company and its agents and contractors, and to ASX and other regulatory authorities, and in any case, where disclosure is required or allowed by law (which may include disclosures to the Australian Tax Office and other government or regulatory bodies or where you have consented to the disclosure). In some cases, the types of organisations referred to above to whom your personal information may be located overseas.
- 13.17 To the extent restricted by law, the Company will not disclose personal information about a Shareholder to a third party. To the extent required by law, Shareholders are able to access upon request in writing personal information about them held by the Company.
- 13.18 For details regarding the Company's privacy policy and how your personal information is managed, please visit [www.invigorgroup.com](http://www.invigorgroup.com) and click on the privacy policy link.

#### *Taxation*

- 13.19 The Company makes no representation or warranties in respect of, and accepts no responsibility for, the liability of Eligible Shareholders to pay Income tax (including tax on any capital gain) in respect of any issue of Shares, payment or other transaction pursuant to the SPP.

#### *Other Terms*

- 13.20 Shareholders will be bound by the Constitution and these terms and conditions by accepting the SPP Offer.

#### *Further information*

- 13.21 If you have any questions in respect of the SPP, please contact the Invigor Group Information Line, Monday to Friday, 8.30am – 5.30pm (Sydney time) on:

Telephone: 1300 737 760 (within Australia)

Telephone: +61 2 9290 9600 (outside Australia)

or visit [www.invigorgroup.com](http://www.invigorgroup.com)

## 14 **Glossary**

**Applicant** means an Eligible Shareholder that applies for New Shares under the SPP Offer.

**Application Form** means the application form accompanying the SPP that will be mailed to Eligible Shareholders.

**Application Monies** means the money received from Applicants applying New Shares under the SPP Offer.

**ASIC** means the Australian Securities & Investments Commission.

**ASX** means ASX Limited (ACN 008 624 691) or Australian Securities Exchange, as the context requires.

**Board** means board of directors of the Company.



**Closing Date** means the date on which the SPP Offer closes.

**Capital Raising** means the SPP Offer.

**Company** means Invigor Group Limited (ACN 081 368 274).

**Constitution** means the constitution of the Company.

**Corporations Act** means the Corporations Act 2001 (Cth).

**Corporations Regulations** means the Corporations Regulations 2001 (Cth).

**Custodian** means a custodian as defined under ASIC Class Order [09/425] and outlined in Section 5 of this Offer Document.

**Despatch Date** means the date on which holding statements are sent to Shareholders.

**Directors** means the directors of the Company.

**Eligible Shareholders** means a person who is a Shareholder at the close of business on the Record Date and meets the criteria set out on Section 3 of this Offer Document.

**Issue Date** means the date on which New Shares are issued to Shareholders.

**Issue Price** means \$0.04 per New Share.

**Opening Date** means 29 February 2016, being the date on which the SPP Offer opens.

**Record Date** means 7.00pm on 26 February 2016, being the date on which the Company determines who are Eligible Shareholders.

**Shareholder** means a registered holder of Shares.

**Shares** means ordinary fully paid shares in the Company.

**Share Registry** means Boardroom Pty Ltd (ACN 003 209 836).

**Share Trading Date** the date on which Shares issued pursuant to the SPP.

**SPP or SPP Offer** means the Share Purchase Plan being offered by the Company.

**Terms and Conditions** means the terms and conditions contained in this Offer Document.

**U.S. Person** has the meaning given to that term in the US Securities Act.

**US Securities Act** means the U.S. Securities Act of 1933, as amended.

**Record Date:** 26 February 2016

**Close Date:** 21 March 2016

**Issue Price** \$0.04 per New Share

## A Offer Choice

Indicate your choice below by marking one box only

	<b>Offer A</b> 12,500 shares A\$500.00		<b>Offer B</b> 25,000 shares A\$1,000.00		<b>Offer C</b> 125,000 shares A\$5,000.00		<b>Offer D</b> 250,000 shares A\$10,000.00		<b>Offer E</b> 375,000 shares A\$15,000.00
--	---	--	--	--	--	--	---	--	---

You should note that the SPP Offer may be subject to a scale back.

## B Payment Details

Payment may only be made by **BPAY®** or cheque, bank draft or money order. Cash will not be accepted. A receipt will not be forwarded. Payments must be made in Australian dollars. By making your payment, you confirm that you agree to the Terms and Conditions of the SPP as enclosed with this Application Form and you acknowledge that your application for New Shares under the SPP is irrevocable and unconditional.

Payments cannot be made at any bank.

### Payment Option 1 - BPAY®



**Biller Code:**

**Ref:**

#### Telephone & Internet Banking - BPAY®

Contact your bank, credit union or building society to make this payment from your cheque or savings account.

More info: [www.bpay.com.au](http://www.bpay.com.au)

© Registered to BPAY Ltd ABN 69 079 137 518

- To pay via **BPAY®** please contact your participating financial institution.
- If paying by **BPAY®** you do **NOT** need to return this Application Form. Payment must be received by Boardroom Pty Limited by 5.00pm (Sydney time) on 21 March 2016.
- If paying by **BPAY®** the amount of your payment received in the account divided by the Issue Price of \$0.04 per New Share will be deemed to be the total number of New Shares you are applying for. For your application to be valid you can only make payment for one of the amounts specified above in Section A.

### Payment Option 2 – Cheque

Record cheque details below

Drawer	Cheque Number	BSB Number	Account No.	Amount A\$

## PAYMENT INSTRUCTIONS:

- Only cheques, bank drafts or money orders in Australian dollars and drawn on a bank or financial institution in Australia will be accepted.
- Payments must be received by Boardroom Pty Limited by 5.00pm (Sydney time) on 21 March 2016.
- Your cheque or bank draft must be made payable to **"Invigor Group Limited SPP Offer" and crossed Not Negotiable.**
- Please ensure that you submit the correct amount. Incorrect payments may result in your application being rejected.
- For your application for New Shares under the SPP to be valid you can only make payment for one of the amounts specified in Section A.

## C Contact Details

Please provide a telephone number and contact name in case we need to contact you regarding your application.

Home telephone number	Work telephone number	Contact name

## D Declarations and Acknowledgments

By lodging this Application Form with your cheque, bank draft or money order, you acknowledge and confirm that you have read, understood and agreed to the terms and conditions of the SPP. The Company may settle in any manner it deems appropriate, any dispute or anomalies which may arise in connection with or by reason of the operation of the SPP, whether generally or in relation to any Applicant or Application. The decision of the Company will be conclusive and binding on all persons to whom the determination relates. These rights may be exercised by the Board or any delegate of the Board. The Company reserves the right to waive compliance with any provision of the terms and conditions of the SPP, amend or vary the terms and conditions of the SPP (including key dates) at any time, withdraw the offer of shares under the SPP at any time up to the Issue Date and suspend or terminate the SPP. Any excess Application Monies will be refunded. No interest will be paid on any refunded Application Monies.

Capitalised terms used but not defined in this Application Form have the meanings given to in the SPP Offer Document.

### Maximum participation

The maximum value of A\$15,000 will apply to each Eligible Shareholder even if a Eligible Shareholder receives more than one offer from the Company (for example, as a result of holding more than one shareholding under separate share accounts) and irrespective of the number of Shares an Eligible Shareholder holds on the Record Date. The Company can reject any Application for New Shares if it believes a Shareholder has not complied with this condition. By submitting this Application Form you certify that the aggregate application amount paid by you for the New Shares the subject of this Application Form or your **BPAY®** payment and any other New Shares applied for by you under the SPP or Shares applied for under any similar arrangement in the 12 months prior to your Application, does not exceed A\$15,000.

### Scale back

In the event that the total value of Applications under the SPP is more than the Company wishes to raise, the Company may in its absolute discretion undertake a scale back. Under the terms and conditions of the SPP, if there is a Scale back, an Eligible Shareholder may not receive all of the New Shares for which it applied.

### Timing

Cheques, bank drafts and money orders will be processed on the day of receipt and therefore sufficient cleared funds must be held in your account as cheques returned unpaid may not be re-presented and may result in your Application being rejected.

If you are paying by **BPAY®**, you should be aware that your own financial institution may implement earlier cut-off times with regard to **BPAY®** than 5.00pm (Sydney time) on 21 March 2016. Neither the Company nor its Share Registry accepts any responsibility for loss incurred through incorrectly completed **BPAY®** payments. It is your responsibility to ensure that funds submitted through **BPAY®** are received by this time.

### Privacy Statement

By participating in the SPP, you agree that the Company and Boardroom Pty Limited may disclose your personal information for purposes relating to your shareholding to their agents, related bodies corporate, contractors and service providers including printers, mail houses and the ASX and other regulatory authorities under the Privacy Act.

**NO SIGNATURE IS REQUIRED ON THIS APPLICATION FORM**

**THIS OFFER IS NON-RENOUNCEABLE**

Application Forms (together with cheques, bank drafts or money orders) must be received no later than 5.00 pm (Sydney time) on 21 March 2016 at:

**MAILING ADDRESS**  
Boardroom Pty Limited  
GPO Box 3993  
SYDNEY NSW 2001

**DELIVERY ADDRESS**  
Boardroom Pty Limited  
Level 12  
225 George Street  
SYDNEY NSW 2000

You should allow sufficient time for this to occur. The postal acceptance rule does not apply to the SPP.

Neither the Company nor its Share Registry accepts any responsibility if you lodge this Application Form at any other address or by any other means.